

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Paul KEMP, Talas GYORGYI, Jennifer SUTHERLAND, Margaret BATTEN, Penelope Ann JOHNSON, Andrew SHERING and Michael McWHAM

Application No./Patent No. 10/589,227 Filed/Issue Date: July 2, 2007

Entitled: WOUND HEALING COMPOSITION

DFB Technology Holdings, LLC, a corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Paul KEMP, Talas GYORGYI, Jennifer SUTHERLAND, Penelope Ann JOHNSON, Andrew SHERING and Michael McWHAM To: Intercytex Limited

The document was recorded in the United States Patent and Trademark Office at Reel 018502, Frame 0276, or for which a copy thereof is attached.

2. From: Margaret BATTEN To: Intercytex Limited

The document was recorded in the United States Patent and Trademark Office at Reel 019507, Frame 0017, or for which a copy thereof is attached.

3. From: Intercytex Limited To: DFB Technology Holdings, LLC

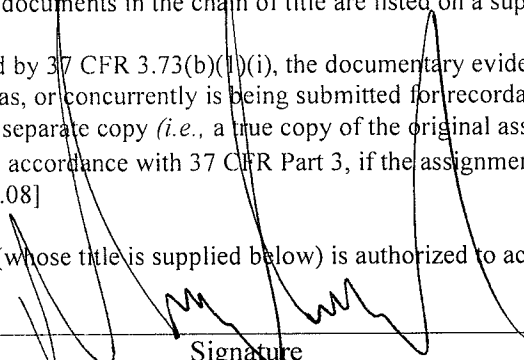
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, **or for which a copy thereof is attached.**

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☐ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.


Signature

Michael R. Krawzsenek, Reg. No. 51,898

Printed or Typed Name

Attorney

Title

April 21, 2010

Date

(512) 474-5201

Telephone Number

DFBP:075US

File Code

INTERCYTEX LIMITED

REGENERATIVE MEDICINE ASSETS LIMITED

AND

DFB TECHNOLOGY HOLDINGS, LLC

**1ST AMENDED & RESTATED
PATENT ASSIGNMENT**

MORRISON | FOERSTER

A LIMITED LIABILITY PARTNERSHIP

CityPoint, One Ropemaker Street | London EC2Y 9AW
Tel: +44 20 7920 4000 | Fax: +44 20 7496 8500
www.mofo.com

THIS 1st AMENDED & RESTATED PATENT ASSIGNMENT ("Assignment") is made on the 2nd day of March 2010

BETWEEN:

- (1) **INTERCYTEX LIMITED**, registered in England and Wales as company number 03724051 and having its registered office at Innovation House, Oaks Business Park, Crewe Road, Manchester M23 9QR (the "Assignor");
- (2) **REGENERATIVE MEDICINE ASSETS LIMITED**, (formerly Intercytex Group plc), registered in England and Wales as company number 05340010 and having its registered office at Innovation House, Oaks Business Park, Crewe Road, Manchester M23 9QR ("RMAL"); and
- (3) **DFB TECHNOLOGY HOLDINGS, LLC**, registered in Texas as a limited liability company and having a place of business at 3909 Hulen Street, Fort Worth, Texas 76107, USA (the "Assignee").

THE PARTIES AGREE THAT:

1. **DEFINITIONS**

In this Assignment capitalised words and phrases have the same meaning as given to them in the Sale Agreement save that the following words and phrases shall have the following meanings:

"Applications" means the patent applications listed in part B of the schedule to this Deed of Assignment and any corresponding continuing, continuation, divisional, continuation-in-part, substitute, or renewal applications.

"Patents" means together the Applications and the Registered Patents and any corresponding continuing, continuation, divisional, continuation-in-part, substitute, renewal, or reissue patents.

"Registered Patents" means the registered patents listed in part A of the schedule to this Assignment.

"Sale Agreement" means the agreement dated 20 January 2010 and made between, inter alia, the Assignor, RMAL and the Assignee under which the Assignor agreed to assign the Patents to the Assignee.

2. **ASSIGNMENT**

- 2.1 The Assignor is the inventor of all Patents, the Assignor is desirous of transferring, and the Assignee is desirous of acquiring, any and all rights, title and interests of the Assignor throughout the world in and to the Patents in accordance with the terms and conditions set forth herein.
- 2.2 Pursuant to the Sale Agreement, and in consideration of the foregoing and of the Initial Consideration paid in accordance with the Sale Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

the Assignor and the Assignee, intending to be legally bound, hereby agree as follows:

2.2.1 Effective as of the 20th day of January 2010, the Assignor hereby sells, conveys, assigns, transfers and delivers to the Assignee, and the Assignee hereby accepts, all of the Assignor's worldwide rights, title and interests in to and under the Patents, and any information and improvements disclosed therein, and all legal rights and immunities (howsoever derived) attaching thereto in each case free from all liens, charges and encumbrances and including (without limitation):

- (a) the right to sue for and to recover damages and other remedies in respect of any infringement of the Patents or other acts carried out by another person within the scope of the claims of any published specification of any of the Patents which may have occurred before, may be ongoing, or may occur after the date of this Assignment; and
- (b) the right to apply for, prosecute and obtain patents or similar rights or protection in respect of any of the inventions the subject matter of the Patents in any country of the world (including the right to claim priority from the Patents).

3. **FURTHER ASSURANCE**

The Assignor, for so long as it is part of the RMAL group, and thereafter, RMAL, shall on request by the Assignee in writing and at the Assignee's expense do and execute or arrange for the doing and executing of, each necessary act, document and thing to implement this Assignment and to enable the Assignee to procure, maintain, enforce and defend any and all of the Patents and otherwise enjoy the full rights of this Assignment.

4. **ASSISTANCE WITH APPLICATIONS**

The Assignor, for so long as it is part of the RMAL group, and thereafter, RMAL, shall on request by the Assignee in writing and at the Assignee's expense give such assistance as the Assignee may reasonably request with the prosecution to grant of the Applications.

5. **ASSISTANCE WITH PROCEEDINGS**

If in any proceedings a claim is made within 12 months of the date of this Assignment impugning the validity of a Registered Patent or a patent granted pursuant to an Application, or alleging that the Patents infringe the intellectual property of a third party, the Assignor (or, if the Assignor ceases to be part of the RMAL group, RMAL) shall give all reasonable assistance to the Assignee and cooperate with the Assignee in relation to those proceedings (including by participation in the proceedings) subject to the payment by the Assignee of all the Assignor's reasonable costs in relation to those proceedings. Such assistance includes, but is not limited to: litigation and prosecution cooperation and assistance, maintaining and extending protection, producing records, consultants and employees, providing access and consultation with inventors and other personnel and consultants and execution of all rightful oaths, declarations,

assignments, powers of attorney and other papers relating to the Patents; communicate to the Assignee all facts known to the Assignor relating to the Patents, and any information and improvements therein; and generally do everything possible which the Assignee shall consider desirable for securing, filing for, registering, perfecting, establishing, prosecuting, maintaining and enforcing proper patent protection for the Patents.

6. **AUTHORIZATION**

The Assignor hereby authorizes and requests officials throughout the world whose duty it is to register and record ownership in intellectual property rights, including, without limitation, the Commissioner of the United States Patent and Trademark Office, to record the Assignee as the sole and exclusive assignee and owner of any and all of the Patents. The Assignor hereby authorizes and requests that the Commissioner of the United States Patent and Trademark Office and empowered officials in any other country issue any and all letters that may be granted upon any of the Patents to the Assignee, for the sole and exclusive benefit of Assignee.

7. **MISCELLANEOUS**

For the avoidance of doubt, nothing set forth in this Assignment is intended to limit or otherwise limits the Warranties in the Sale Agreement. This Assignment may be executed and delivered (including by facsimile and electronic mail transmission) in one or more counterparts, any of which need not contain the signature of more than one person, but all such counterparts taken together will constitute one and the same instrument. Except for the Sale Agreement, this Assignment supersedes all prior oral or written agreements between the parties with respect to the subject matter hereof. No modification, amendment or waiver of any provision of this Assignment shall be effective unless it is in writing and signed by the parties hereto.

8. **GOVERNING LAW**

This Assignment is governed by, and construed in accordance with, the laws of the State of New York excluding any conflicts or choice of law rule or principle that might otherwise refer construction of this Assignment to the substantive law of another jurisdiction.

SCHEDULE

Part A – Registered Patents

A.5. Skin equivalent culture

| Countries | R&G Ref. | Application No./Date & Publication No./Date | Priority Data | Applicant/ Proprietor | Status | Document reference |
|-----------|--------------|--|----------------------------|-----------------------|---------|--------------------|
| Europe | P/48406.EP01 | EP 06726381.4 14.03.2006 Publ. No. EP 1861492 Publ. Date 05.12.2007 | GB 0505202.2 14.03.2005 | Intercytex Limited | Granted | IPO007 |

Part B – Applications

A.4. Pharmaceutical composition comprising a fibrin matrix and dermal fibroblasts for the treatment of wounds

| Countries | R&G Ref. | Application No./Date & Publication No./Date | Priority Data | Applicant | Status | Document reference |
|----------------|--------------|---|---|--|---------------------------|--------------------|
| PCT-all states | P/48263.WO01 | PCT/GB2005/000523 14.02.2005 Publ. No. WO 2005/079822 Publ. Date 01.09.2005 | GB 0403220.7 13.02.2004 GB 0403226.4 13.02.2004 US 60/556,194 25.03.2004 US 60/556,155 25.03.2004 GB 0426252.3 30.11.2004 US 60/632,425 01.12.2004 | Inventors (US only) & Intercytex Limited | International phase ended | IPO005 |
| Australia | P/48263.AU01 | AU 2005215213 14.02.2005 | As above | Intercytex | Pending | |

| | | | | | | |
|---------------|--------------|--|----------|----------|---------|--|
| Canada | P/48263.CA01 | CA 2,556,098 14.02.2005 | As above | As above | Pending | |
| Europe | P/48263.EP01 | EP 05764678.8 14.02.2005 Publ. No. EP 1718318 Publ. Date: 08.11.2006 | As above | As above | Pending | |
| Japan | P/48263.JP01 | JP 2006-552692 14.02.2005 Publ. No: JP 2007-522195 Publ. Date: 09.08.2007 | As above | As above | Pending | |
| United States | P/48263.US01 | US 10/589,227 14.02.2005 | As above | As above | Pending | |

A.5. Skin equivalent culture

| Countries | R&G Ref. | Application No./Date & Publication No./Date | Priority Data | Applicant/ Proprietor | Status | Document reference |
|----------------|--------------|--|----------------------------|--|-------------------------------|--------------------|
| United Kingdom | P/48406.GB01 | GB 0505202.2 14.03.2005 | None | Intercytex Limited | Priority application (lapsed) | |
| PCT-all states | P/48406.WO01 | PCT/GB2006/000890 14.03.2006 Publ. No. WO 2006/097701 Publ. Date 21.09.2006 | GB 0505202.2 14.03.2005 | Inventors (US only) & Intercytex Limited | International phase ended | IPO006 |
| Australia | P/48406.AU01 | AU 2006224355 14.03.2006 | As above | Intercytex Limited | Pending | |
| Canada | P/48406.CA01 | CA 2,601,499 14.03.2006 | As above | As above | Pending | |

| | | | | | | |
|---------------|--------------|-----------------------------|----------|----------|---------|--|
| United States | P/48406.US01 | US 11/886,113 14.03.2006 | As above | As above | Pending | |
|---------------|--------------|-----------------------------|----------|----------|---------|--|

A.7. Wound healing profile

| Countries | R&G Ref. | Application No./Date & Publication No./Date | Priority Data | Applicant | Status | Document reference |
|----------------|--------------|--|---|---|------------------------------|-----------------------|
| PCT-all states | P/48511.WO01 | PCT/GB2005/000511 14.02.2005 Publ. No. WO 2005/079821 Publ. Date 01.09.2005 | GB 0403220.7 13.02.2004 GB 0403226.4 13.02.2004 US 60/556,194 25.03.2004 US 60/556,155 25.03.2004 GB 0426252.3 30.11.2004 US 60/632,425 01.12.2004 | Inventors (US only) & Intercytex Limited | International phase ended | IPO010 |
| Australia | P/48511.AU01 | AU 2005215211 14.02.2005 | As above | Intercytex Limited | Pending | |
| Canada | P/48511.CA01 | CA 2,555,233 14.02.2005 | As above | As above | Pending | |
| Europe | P/48511.EP01 | EP 05708330.5 14.02.2005 Publ. No. EP 1718317 Publ. Date 08.11.2006 | As above | As above | Pending | |
| United States | P/48511.US01 | US 10/589,150 14.02.2005 Publ. No. US 20080193507 Publ. Date: 14.08.2008 | As above | As above | Pending | |

A.9. Wound dressing applicator

| Countries | R&G Ref. | Application No./Date | Priority Data | Applicant | Status | Document reference |
|------------------|--------------|---------------------------------|----------------------------|---|---------|--------------------|
| United Kingdom | P/50074.GB01 | GB 0725087.1 21.12.2007 | None | Intercytex Limited | Pending | |
| PCT – all states | P/50074.WO01 | PCT/GB2008/004115 12.12.2008 | GB 0725087.1 21.12.2007 | Inventors (US only) & Intercytex Limited | Pending | |

A.13. Culture

| Countries | R&G Ref. | Application No./Date | Priority Data | Applicant | Status | Document reference |
|----------------|--------------|----------------------------|---------------|--------------------|-----------|--------------------|
| United Kingdom | P/60732.GB01 | GB 0806636.7 11.04.2008 | None | Intercytex Limited | Withdrawn | |

A.14. Culture

| Countries | R&G Ref. | Application No./Date | Priority Data | Applicant | Status | Document reference |
|----------------|--------------|----------------------------|---------------|--------------------|-----------|--------------------|
| United Kingdom | P/60733.GB01 | GB 0806637.5 11.04.2008 | None | Intercytex Limited | Withdrawn | |

A.15. Culture

| Countries | R&G Ref. | Application No./Date | Priority Data | Applicant | Status | Document reference |
|----------------|--------------|----------------------------|---------------|--------------------|-----------|--------------------|
| United Kingdom | P/60734.GB01 | GB 0806638.3 11.04.2008 | None | Intercytex Limited | Withdrawn | |

A.16. Culture

| Countries | R&G Ref. | Application No./Date | Priority Data | Applicant | Status | Document reference |
|-----------|--------------|----------------------------|---------------|--------------------|-----------|--------------------|
| GB | P/60735.GB01 | GB 0806639.1 11.04.2008 | None | Intercytex Limited | Withdrawn | |

A.17. Culture

| Countries | R&G Ref. | Application No./Date | Priority Data | Applicant | Status | Document reference |
|----------------|--------------|----------------------------|---------------|--------------------|-----------|--------------------|
| United Kingdom | P/60736.GB01 | GB 0806640.9 11.04.2008 | None | Intercytex Limited | Withdrawn | |

A.18. Culture

| Countries | R&G Ref. | Application No./Date | Priority Data | Applicant | Status | Document reference |
|----------------|--------------|----------------------------|---------------|--------------------|-----------|--------------------|
| United Kingdom | P/60737.GB01 | GB 0806641.7 11.04.2008 | None | Intercytex Limited | Withdrawn | |

A.19. Culture

| Countries | R&G Ref. | Application No./Date | Priority Data | Applicant | Status | Document reference |
|----------------|--------------|----------------------------|---------------|--------------------|-----------|--------------------|
| United Kingdom | P/60738.GB01 | GB 0806642.5 11.04.2008 | None | Intercytex Limited | Withdrawn | |

A.20. Culture

| Countries | R&G Ref. | Application No./Date | Priority Data | Applicant | Status | Document reference |
|----------------|--------------|----------------------------|---------------|--------------------|-----------|--------------------|
| United Kingdom | P/60739.GB01 | GB 0806643.3 11.04.2008 | None | Intercytex Limited | Withdrawn | |

A.21. Culture

| Countries | R&G Ref. | Application No./Date | Priority Data | Applicant | Status | Document reference |
|----------------|--------------|----------------------------|---------------|--------------------|-----------|--------------------|
| United Kingdom | P/60740.GB01 | GB 0806644.1 11.04.2008 | None | Intercytex Limited | Withdrawn | |

A.22. Culture

| Countries | R&G Ref. | Application No./Date | Priority Data | Applicant | Status | Document reference |
|----------------|--------------|----------------------------|---------------|--------------------|-----------|--------------------|
| United Kingdom | P/60741.GB01 | GB 0806645.8 11.04.2008 | None | Intercytex Limited | Withdrawn | |

A.23. Culture

| Countries | R&G Ref. | Application No./Date | Priority Data | Applicant | Status | Document reference |
|----------------|--------------|----------------------------|---------------|--------------------|-----------|--------------------|
| United Kingdom | P/60742.GB01 | GB 0806646.6 11.04.2008 | None | Intercytex Limited | Withdrawn | |

A.24. Culture of human dermal fibroblast (HDF) cells - I

| Countries | R&G Ref. | Application No./Date | Priority Data | Applicant | Status | Document reference |
|----------------|--------------|----------------------------|---------------|--------------------|---------|--------------------|
| United Kingdom | P/60732.GB02 | GB 0906301.7 09.04.2009 | | Intercytex Limited | Pending | |

A.25. Culture of human dermal fibroblast (HDF) cells - II

| Countries | R&G Ref. | Application No./Date | Priority Data | Applicant | Status | Document reference |
|----------------|--------------|----------------------------|---------------|--------------------|---------|--------------------|
| United Kingdom | P/60733.GB02 | GB 0906302.2 09.04.2009 | | Intercytex Limited | Pending | |

A.26. Culture of human dermal fibroblast (HDF) cells - III

| Countries | R&G Ref. | Application No./Date | Priority Data | Applicant | Status | Document reference |
|----------------|--------------|----------------------------|---------------|--------------------|---------|--------------------|
| United Kingdom | P/60734.GB02 | GB 0906303.3 09.04.2009 | | Intercytex Limited | Pending | |

A.27. Culture of human dermal fibroblast (HDF) cells - IV

| Countries | R&G Ref. | Application No./Date | Priority Data | Applicant | Status | Document reference |
|-----------|--------------|----------------------------|---------------|--------------------|---------|--------------------|
| GB | P/60735.GB02 | GB 0906304.1 09.04.2009 | | Intercytex Limited | Pending | |

A.28. Culture of human dermal fibroblast (HDF) cells - V

| Countries | R&G Ref. | Application No./Date | Priority Data | Applicant | Status | Document reference |
|----------------|--------------|----------------------------|---------------|--------------------|---------|--------------------|
| United Kingdom | P/60736.GB02 | GB 0906305.8 09.04.2009 | | Intercytex Limited | Pending | |

A.29. Culture of human dermal fibroblast (HDF) cells - VI

| Countries | R&G Ref. | Application No./Date | Priority Data | Applicant | Status | Document reference |
|----------------|--------------|----------------------------|---------------|--------------------|---------|--------------------|
| United Kingdom | P/60737.GB02 | GB 0906306.6 09.04.2009 | | Intercytex Limited | Pending | |

A.30. Culture of human dermal fibroblast (HDF) cells - VII

| Countries | R&G Ref. | Application No./Date | Priority Data | Applicant | Status | Document reference |
|----------------|--------------|----------------------------|---------------|--------------------|---------|--------------------|
| United Kingdom | P/60738.GB02 | GB 0906307.4 09.04.2009 | | Intercytex Limited | Pending | |

A.31. Culture of human dermal fibroblast (HDF) cells - VIII

| Countries | R&G Ref. | Application No./Date | Priority Data | Applicant | Status | Document reference |
|----------------|--------------|----------------------------|---------------|--------------------|---------|--------------------|
| United Kingdom | P/60739.GB02 | GB 0906308.2 09.04.2009 | | Intercytex Limited | Pending | |

A.32. Culture of human dermal fibroblast (HDF) cells - IX

| Countries | R&G Ref. | Application No./Date | Priority Data | Applicant | Status | Document reference |
|----------------|--------------|----------------------------|---------------|--------------------|---------|--------------------|
| United Kingdom | P/60740.GB02 | GB 0906309.0 09.04.2009 | | Intercytex Limited | Pending | |

A.33. Culture of human dermal fibroblast (HDF) cells - X

| Countries | R&G Ref. | Application No./Date | Priority Data | Applicant | Status | Document reference |
|----------------|--------------|----------------------------|---------------|--------------------|---------|--------------------|
| United Kingdom | P/60741.GB02 | GB 0906310.8 09.04.2009 | | Intercytex Limited | Pending | |

A.34. Culture of human dermal fibroblast (HDF) cells - XI

| Countries | R&G Ref. | Application No./Date | Priority Data | Applicant | Status | Document reference |
|----------------|--------------|----------------------------|---------------|--------------------|---------|--------------------|
| United Kingdom | P/60742.GB02 | GB 0906311.6 09.04.2009 | | Intercytex Limited | Pending | |

A.35. Wound Dressing Applicator Design Patent

| R&G Ref. | Country / Region | Title | Official No (Current) | Case Status |
|-------------|------------------|---------------------------|-----------------------|-------------|
| D/4002.US01 | United States | Wound Dressing Applicator | 29/320067 | Pending |

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be duly executed and delivered as of the date first above written:

INTERCYTEX LIMITED

acting by
in the presence of:

Signature: Matthew Edwards

Name: Matthew Edwards

Address: City Point One Rosemary
Street London

Occupation: Solicitor

Matthew Edwards
Director

**REGENERATIVE MEDICINE
ASSETS LIMITED**

acting by
in the presence of:

Signature: Matthew Edwards

Name: Matthew Edwards

Address: City Point One Rosemary
Street London

Occupation: Solicitor

Matthew Edwards
Director

**DFB TECHNOLOGY HOLDINGS,
LLC**

Signature:

Name:

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be duly executed and delivered as of the date first above written:

INTERCYTEX LIMITED

acting by

in the presence of:

)
)
)
)

.....
Director

Signature:

Name:

Address:

.....

Occupation:

REGENERATIVE MEDICINE

ASSETS LIMITED

acting by

in the presence of:

)
)
)
)

.....
Director

Signature:

Name:

Address:

.....

Occupation:

**DFB TECHNOLOGY HOLDINGS,
LLC**

Signature: *Michael A. Patterson*

Name: *Michael A. Patterson*